

**Sample amendment format for the Division of Juvenile Justice (DJJS) and the  
Division of Child and Family Services (DCFS) to update Reimbursement  
for Client Absences language and to reflect the Legislative 1% COLA  
increase effective July 1, 2004.**

**AMENDMENT #**

Log No.: \_\_\_\_\_

Requisition No.  
Contract No.: \_\_\_\_\_

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and  
between the following Division, Office or Unit of the Utah Department of Human Services  
("DHS"): \_\_\_\_\_ (referred to as "DHS/\_\_\_\_")

AND

Name:

Address:

IRS No.:

<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Government Agency
<input type="checkbox"/> For-Profit Corporation	<input type="checkbox"/> Not-for-Profit Corporation	<input type="checkbox"/> Joint Venture
<input type="checkbox"/> Charitable Foundation	Limited Liability Company (LLC): <input type="checkbox"/> Other Type: _____	
	<input type="checkbox"/> LLC/Sole Proprietor, _____	
	<b>or</b>	
	<input type="checkbox"/> LLC/Partnership	

(referred to as the "Contractor").

**PURPOSE OF AMENDMENT:** Modify scope of work requirements and Increase rates  
effective July 1, 2004.

The parties agree to amend the contract as follows:

1. Part II, Section C, ("Reimbursement for Client Absences"): Replace with the following:

**Reimbursement for Client Absences:** The Contractor is required to hold the placement available, without additional reimbursement, for any youth who is absent from the program for two consecutive days or less per episode. If the absence exceeds two days per episode, the Contractor may be reimbursed using the "residential absence" code for each day over two days if approved by the DHS/\_\_\_\_\_ case manager. A "day of absence" is defined as any day the client is absent from the residential facility or treatment home and not under the direct care and supervision of the Contractor all 24 hours of the day. An "episode" is defined as any continuous period of absence of the client from the facility or home. All absences and the reason for the absence must be documented on the Contractor's daily attendance log submitted with the billing. If billing the residential absence code, the documentation shall also include the name of the DHS/\_\_\_\_\_ staff authorizing reimbursement, the date of authorization and dates authorized for reimbursement.

**Reimbursement for Client Absences:** Reimbursement to the Contractor for client absences may be approved if the absence is intended to facilitate service plan objectives or maintain continuity of treatment. The DHS/DCFS caseworker may approve reimbursement for absences up to two (2) days per episode. Reimbursement for absences exceeding two (2) days but not more than eight (8) days per episode may be approved by the DHS/DCFS Region Director or designee. All absences and the reason for the absence must be documented on the Contractor's daily attendance log submitted with the billing. Except for planned home visits that are two (2) days or less, the Contractor is required to submit documentation of DHS/DCFS approval for reimbursement for all billed absences. At a minimum, the documentation shall include the name of the DHS/DCFS staff authorizing reimbursement, date of authorization and dates authorized for reimbursement. Reimbursement for absences at the daily rate may be billed using the "Residential Service" code or the "Residential Absence" code. A maximum of eight (8) absence days per month may be reimbursed using the "Residential Service" code as specified below. Reimbursement for all other absences should be billed using the "Residential Absence" code.

Although DHS/DCFS may reimburse the Contractor at the daily rate for up to 8 days per episode when the client is absent from the facility/program under the conditions listed below, Medicaid will allow reimbursement for only eight (8) absent days per month as indicated below:

- 1. Planned family/home visit;
- 2. Planned visit to prospective foster home, independent living, kin placement, or other prospective home or program;
- 3. Unanticipated absence such as a run-away or detention (no Medicaid reimbursement if the client is in a detention facility);
- 4. Short term hospital or nursing facility stay (no Medicaid reimbursement).
- The following is a guide for billing absences:

<b>Reason for Absence</b>	<b>Requires Approval Documentation Submitted with Billing</b>	<b>May be billed using "Residential Service" Code*</b>	<b>May be billed using "Residential Absence" Code</b>
Planned home visit	No, unless over 2 consecutive days	Yes	Yes
Planned visit to other prospective placement	Yes	Yes	Yes
Runaway (AWOL)	Yes	Yes	Yes
Detention	Yes	No	Yes
Hospitalization / Other medical placement	Yes	No	Yes

Other reason	Yes	No	Yes	
--------------	-----	----	-----	--

~~\* Not to exceed eight (8) days per month in total for any reason or combination of reasons.~~

2. Part IV, # 2 a (“Rates”): Replace the existing rate table with the following:

*(The rate table in each contract will vary accordingly to the services the Contractor was awarded)*

3. Part IV, # 2 (“Payment Rates”): Add a new paragraph “c” as follows:

- c. **Changes in Rates:** If the rates reflected in this contract are changed during the course of the contract period as a result of legislative action, the DHS/\_\_\_\_ may advise Contractor of the changes in the existing rates by written notice signed by an authorized representative of the DHS/\_\_\_\_. The written notice must include the names of the services affected, the new rate for each service affected, and the effective date of the rate change. The original notice shall be sent to the Contractor with a copy to the Bureau of Contract Management (BCM). A written notice issued pursuant to this paragraph shall constitute an amendment of the contract under Part I, Section E, paragraph 3, without the Contractor’s signature.

**All other terms and conditions in the original contract remain the same.**

**AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Amendment on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Amendment.

**CONTRACTOR HAS NOT ALTERED THIS AMENDMENT:** By signing this Amendment, the Contractor represents that it has not in any way altered the language or provisions in the Amendment, and that this Amendment contains exactly the same provisions that appeared in this document and its exhibits when DHS originally sent it to the Contractor.

**IN WITNESS WHEREOF**, the parties sign and cause this amendment to be effective  
**01 July 2004.**

**CONTRACTOR**

**By:** \_\_\_\_\_  
Type or print name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
*Contractor's Name*  
Date: \_\_\_\_\_

**DHS/\_\_\_\_\_**

**By:** \_\_\_\_\_  
*Director's Name*  
*Division Name*  
Date: \_\_\_\_\_

**APPROVED AS TO PROCUREMENT**

**By:** \_\_\_\_\_  
Rosalie Nance, Purchasing Agent  
DHS Bureau of Contract Management  
Date: \_\_\_\_\_

**APPROVED AS TO AVAILABILITY  
OF FUNDS**

**By:** \_\_\_\_\_  
*Budget Officer, Name & Title*  
*Division Name*  
Date: \_\_\_\_\_